

decree or execution thereon than the statements he received from complainant, most of which he has since found were erroneous and untrue.

He denies that he ever knew of the pendency of the suit of Robinson against complainant, or of his having ever given any testimony therein. He does not know or believe that his attorney ever omitted to plead or adduce evidence in the case against him by Robinson, or neglected to give complainant notice thereof, or an opportunity of defending the same, or that he abandoned his defence therein, or consented to a verdict or judgment against him, or waived any decision of the court upon any points presented to it pending said trial. That he left the whole matter to his attorney, with directions to save him harmless from twice paying this rent, and though he cannot positively aver, yet he believes and insists that Iglehart, through his attorneys or otherwise, knew all that took place in said cause between Robinson and respondent at the time it took place, the object of said suit, his own interest therein, had all the means of defending the same, and yet refused to aid and assist respondent in defending the same or to defend it himself, at his own cost, as in law and conscience he was bound to do, and as respondent wished him to do. He denies that Robinson's action could not be maintained against him. He does not know whether Robinson knew that respondent held this indemnity or not when he brought suit against respondent.

He admits that he always did look to Iglehart's agreement as his indemnity, and held him responsible thereon for his acts in the premises, and supposed, as Iglehart knew of this controversy, he would retain the money until all the suits were settled, or have taken security and indemnity if he had paid it away, and if respondent's attorney did not give special notice to complainant, it was because he believed it unnecessary, as before stated, or because he and his attorney supposed Iglehart had the money ready in hand to await this decision, and had no interest whatever in the suit between Robinson and respondent.

He denies that he ever did, to the best of his knowledge, in-